

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 04-095**

The City of Lincoln, Nebraska intends to enter into contracts and invite you to submit a sealed bid for:

**UNIT PRICE CONSTRUCTION CONTRACT  
FOR  
MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

**MEETING OR EXCEEDING CITY'S SPECIFICATIONS**

Sealed bids will be received by the City on or before 12:00 noon Central Time, Wednesday, April 7, 2004 in the office of the Purchasing Agent, "K" Street Complex, South West Wing, Suite 200, 440 So. 8th Street, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be examined at:

City of Lincoln Purchasing Division, 440 So. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508  
Lincoln Builders Bureau, 5910 So. 58<sup>th</sup> St., Ste. C, Lincoln, NE 68516  
Omaha Builders Exchange, 4255 So. 94<sup>th</sup> St., Omaha, NE 68127  
F. W. Dodge Corporation, 11422 Miracle Hills Dr., Omaha, NE 68127  
Construction Market Data, 10665 Bedford, Ste. 105, Omaha, NE 68164  
Dodge-Scan, 5700 Broadmoor, Ste. 100, Mission, KS 66202

Copies of the specifications and plans may be obtained from City-County Purchasing, 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, Nebraska 68508, telephone no. (402) 441-7416, or you can also download this specification on our web site at <http://www.ci.lincoln.ne.us/city/finance/purch/index.htm> Under Bidding Opportunities and Awards.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

# **INSTRUCTIONS TO BIDDERS**

## **CITY OF LINCOLN, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidders shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

#### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

#### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification

document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

**SPECIFICATIONS FOR  
UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS  
TRAFFIC SIGNAL CONSTRUCTION  
PROJECT INFORMATION**

**1. SCOPE OF CONTRACT**

- 1.1 The City of Lincoln (hereinafter referred to as "City"), desires to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous traffic signal construction for the term of the contract.
- 1.2 The attached sample agreement serves as specifications, and describes the obligations of the City and the Contractor.
- 1.3 It is anticipated that the total amount of work for all departments/agencies of the City for the term of the contracts is approximately \$50,000.
  - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$25,000.00.
  - 1.3.2 Individual Unit Price Projects will be bonded separately.
- 1.4 Unit prices being bid shall include costs of materials, shipping, labor, tools, equipment, and overhead and profit.
  - 1.4.1 Labor costs shall include all health and welfare benefits, insurance, taxes, and all other applicable fringe benefits.
  - 1.4.2 Install means material furnished by City.
- 1.5 No adjustments in unit prices being bid will be allowed on work awarded during the annual contract period. Any future fluctuation in the costs associated with unit price calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, May 1, 2004, through April 31, 2005; with options to renew for two (2) additional one-year terms beginning May, 2005.
- 1.7 Projects will generally start at \$1,500.
- 1.8 The City of Lincoln Standard Specifications for Municipal Construction shall apply to this bid.
- 1.9 The attached specials shall apply.
- 1.10 Work shall start within ten (10) working days after notification is given to proceed and shall be completed in a timely manner.

**2. CONTRACT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the City, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming the City of Lincoln as additional insured.

**3. BIDDING PROCEDURE AND AWARD OF CONTRACTS**

- 3.1 Bidding Procedure
  - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal.
  - 3.1.2 The following documents must be submitted as your bid:
    - 3.1.2.1 Completed and signed Unit Price Proposal Form
    - 3.1.2.2 Qualifications statement.
    - 3.1.2.3 List of references.
    - 3.1.2.4 Bid security in the amount of \$1,000.00 is required to be submitted with your bidding documents as a guarantee of good faith.
- 3.2 Award of Contract
  - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
    - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
    - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
    - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
    - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.

- 3.2.1.5 Quality of the bidder's performance of previous work.
- 3.2.1.6 Cost of the Unit Price Proposal
- 3.2.1.7 Any other information deemed relevant to the contract by the City.
- 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 3.2.3 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
- 3.2.4 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 3.2.5 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

#### **4. BIDDER QUALIFICATIONS**

- 4.1 Bidders shall submit a qualifications statement and a list of references for similar projects with their bidding documents.
  - 4.1.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years are required to be submitted with your proposal form.
  - 4.1.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the City.
  - 4.1.3 A list shall be provided containing the names of the employees that will be working under this contract, their job title ie. Lineman, Electrician, certificates/license related to that person, and IMSA Level I or Level II Signal Certification as required per 24.00.A in the specials.

***“SAMPLE CONSTRUCTION CONTRACT-----DO NOT FILL OUT”***

**UNIT PRICE CONSTRUCTION CONTRACT  
FOR MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

THIS CONTRACT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between \_\_\_\_\_, hereinafter referred to as “Contractor”; and the City of Lincoln, Nebraska, hereinafter referred to as “City”;

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
  - A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
  - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1<sup>ST</sup> day of May, 2003, through the 31st day of April, 2004, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
  - A. No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
  - B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the City will undertake a separate bid process for such project.



4. Termination.
  - A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
  - B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
  - C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
  - A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
6. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
7. Non-Discrimination.
  - A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
  - B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
  - C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
8. Drug Free Workplace.
  - A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
  - B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
  - C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
9. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
10. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
11. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.

12. Indemnification.
  - A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
  - B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
13. Applicable Laws and Permits.
  - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
  - B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
  - C. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
14. City's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
15. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.
16. Contract Bonds.
  - A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
17. Sales and Use Tax.
  - A. The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
  - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. Quotations for Individual Unit Price Projects.
  - A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
  - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
  - C. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
  - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
19. Use of Contractors. The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.

20. Use of Subcontractors. The City recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. Notice to Proceed.
- A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
  - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
  - C. Work shall be complete on or before the date set forth in the Notice to Proceed.
22. Invoices.
- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
  - B. Each project shall be invoiced separately.
  - C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
  - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
23. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
24. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2004.

## City of Lincoln, Nebraska

Attest

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## Contractor

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Title

**SCHEDULE A**  
**CURRENT CODES IN USE RELATING TO**  
**CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN**  
**AUGUST 1, 1999**

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments  Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code
2003	MUTCD

\* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

**SCHEDULE B  
DEPARTMENTAL/AGENCY REPRESENTATIVES**

**Lincoln City Libraries**

Gary Meier, Bldg. & Grounds Superintendent  
14<sup>th</sup> & N Streets  
Lincoln, NE 68508  
441-8555, cellular 430-8129

**Parks & Recreation Department**

2740 A Street  
Lincoln, NE 68502  
Jerry Shorney, Super Parks/Operations,  
441-8259  
  
J. J. Yost, Planning & Construction Mgr.,  
441-8525  
  
Mark Canney, Landscape Architect,  
441-8253  
  
Roger Drummond, Maint. Supervisor,  
441-7955

**StarTran**

Glenn Knust, Maintenance Superintendent  
710 J Street  
Lincoln, NE 68508  
441-8317

**Public Works, Parking Garages & Lots**

Ken Smith, Administrator  
555 S 10<sup>th</sup> Street  
Lincoln, NE 68508  
441-6097

**Public Works & Utilities, Water Pollution Control**

Steve Crisler, Asst. Superintendent/Maintenance  
2400 Theresa Street  
Lincoln, NE 68521  
441-7966

**City/County Property Management**

Fred Little, Plant Operations Manager  
920 O Street, Ste. 203  
Lincoln, Ne 68508  
441-7355, cellular 432-8526

**Police Garage**

Pat Wenz, Manager  
635 J Street  
Lincoln, NE 68508  
441-7691

**Lincoln Fire Department**

John Huff, Assistant Chief of Administrative Services  
1801 Q Street  
Lincoln, NE 68508  
441-8354

**Public Works & Utilities, Design/Construction**

Thomas Shafer, Manager  
531 Westgate Blvd, Ste. 100  
Lincoln, NE 68528  
441-7837

**Lincoln Water System**

John Miriovsky, Superintendent of Operations  
2021 N 27<sup>th</sup> Street  
Lincoln, NE 68503  
441-7571

**Public Works, Street Maintenance Operations**

Bill Nass, Maintenance Coordinator  
901 N 6<sup>th</sup> Street  
Lincoln, NE 68508  
44-7701

**Public Works & Utilities, Solid Waste Operations**

Karla Welding, Superintendent  
6001 Bluff Road  
Lincoln, NE  
441-7867

**Public Works & Utilities, Traffic Operations**

Scott Opfer, Manager  
531 Westgate Blvd, Ste. 100  
Lincoln, NE 68528  
441-7851

**PROPOSAL FOR  
SPECIFICATION NO. 04-095  
UNIT PRICE CONSTRUCTION CONTRACT FOR  
MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

BID OPENING TIME: 12:00 NOON  
DATE: April 7, 2004

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish pavement construction and reconstruction services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

**SCHEDULE I - TRAFFIC SIGNAL WORK**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Remove Pull Box Type PB-9	Ea.	\$ _____
2.	Remove Pull Box Type FOR 27	Ea.	\$ _____
3.	Remove Cable in Conduit	L.F.	\$ _____
4.	Remove Cable on Span	L.F.	\$ _____
5.	Remove T.S. Head	Ea.	\$ _____
6.	Remove P.S. Head	Ea.	\$ _____
7.	Remove PPB	Ea.	\$ _____
8.	Remove Mast Arm Pole, Complete	Ea.	\$ _____
9.	Remove Span Wire Pole, Complete	Ea.	\$ _____
10.	Remove Pedestal Pole, Complete	Ea.	\$ _____
11.	Remove Controller Cabinet, Complete	Ea.	\$ _____
12.	Remove Metro Street Name Sign	Ea.	\$ _____
13.	Remove Variable Message Sign 30" x 30" (LED)	Ea.	\$ _____
14.	Install Variable Message Sign 30" x 30" (LED)	Ea.	\$ _____
15.	Pull Box, Type PB-3	Ea.	\$ _____
16.	Pull Box, Type PB-9	Ea.	\$ _____
17.	Pull Box, Type FOR 27	Ea.	\$ _____
18.	Conduit in Trench, ½ inch	L.F.	\$ _____

19.	Remove 10' Foundation	Ea.	\$ _____
20.	Remove 15' Foundation	Ea.	\$ _____
21.	Conduit in Trench, 2 inch	L.F.	\$ _____
22.	Conduit in Trench, 3 inch	L.F.	\$ _____
23.	Conduit in Trench, 4 inch	L.F.	\$ _____
24.	Coaxial Cable, RG6 on Span	L.F.	\$ _____
25.	Coaxial Cable, RG6 in Conduit	L.F.	\$ _____
26.	Camera Control Cable on Span	L.F.	\$ _____
27.	Camera Control Cable in Conduit	L.F.	\$ _____
28.	Emergency Detector Cable on Span	L.F.	\$ _____
29.	Emergency Detector Cable in Conduit	L.F.	\$ _____
30.	Camera Detector Cable on Span	L.F.	\$ _____
31.	Camera Detector Cable in Conduit	L.F.	\$ _____
32.	Camera Power Cable, 4 Conductor on Span	L.F.	\$ _____
33.	Camera Power Cable, 4 Conductor in Conduit	L.F.	\$ _____
34.	Traffic Signal Cable, 2 Conductor on Span	L.F.	\$ _____
35.	Traffic Signal Cable, 2 Conductor in Conduit	L.F.	\$ _____
36.	Traffic Signal Cable, 3 Conductor on Span	L.F.	\$ _____
37.	Traffic Signal Cable, 3 Conductor in Conduit	L.F.	\$ _____
38.	Traffic Signal Cable, 5 Conductor on Span	L.F.	\$ _____
39.	Traffic Signal Cable, 5 Conductor in Conduit	L.F.	\$ _____
40.	Traffic Signal Cable, 7 Conductor on Span	L.F.	\$ _____
41.	Traffic Signal Cable, 7 Conductor in Conduit	L.F.	\$ _____
42.	Traffic Signal Cable, 12 Conductor on Span	L.F.	\$ _____
43.	Traffic Signal Cable, 12 Conductor in Conduit	L.F.	\$ _____
44.	Traffic Signal Cable, 16 Conductor on Span	L.F.	\$ _____
45.	Traffic Signal Cable, 16 Conductor in Conduit	L.F.	\$ _____
46.	Traffic Signal Cable, 20 Conductor on Span	L.F.	\$ _____
47.	Traffic Signal Cable, 20 Conductor in Conduit	L.F..	\$ _____

48.	Lead-in Cable on Span	L.F.	\$ _____
49.	Lead-in Cable in Conduit	L.F.	\$ _____
50.	Tracer Wire in Conduit	L.F.	\$ _____
51.	Service Cable No. 4 USE in Conduit	L.F.	\$ _____
52.	Service Cable No. 6 USE in Conduit	L.F.	\$ _____
53.	Service Cable No. 8 USE in Conduit	L.F.	\$ _____
54.	Circuit Ground, No. 4 USE in Conduit	L.F.	\$ _____
55.	Circuit Ground, No. 6 USE in Conduit	L.F.	\$ _____
56.	Circuit Ground, No. 8 USE in Conduit	L.F.	\$ _____
57.	Electrical Service Riser No Meter	Ea.	\$ _____
58.	Detector, Vehicle Magnetic	Ea.	\$ _____
59.	Ground Rod, 10' x ½"	Ea.	\$ _____
60.	Inst. Dynamic Message Sign Support Pole	Ea.	\$ _____
61.	Install Mast Arm Pole Type MA-1 Twin Arm ≤ 50 feet	Ea.	\$ _____
62.	Install Mast Arm Pole Type MA-1 Twin Arm > 50 feet	Ea.	\$ _____
63.	Install Mast Arm pole, Type MA-1 ≤ 50 feet	Ea.	\$ _____
64.	Install Mast Arm pole, Type MA-1 > 50 feet	Ea.	\$ _____
65.	Install Mast Arm pole, Type MA-2 Twin Arm ≤ 50 feet	Ea.	\$ _____
66.	Install Mast Arm pole, Type MA-2 Twin Arm > 50 feet	Ea.	\$ _____
67.	Install Mast Arm pole, Type MA-2 ≤ 50 feet	Ea.	\$ _____
68.	Install Mast Arm pole, Type MA-2 > 50 feet	Ea.	\$ _____
69.	Install Pedestal Pole, Type PPB	Ea.	\$ _____
70.	Install Pedestal Pole, Type 1	Ea.	\$ _____
71.	Install Pedestal Pole, Type 3	Ea.	\$ _____
72.	Install Traffic Monitoring Pole, 60'	Ea.	\$ _____
73.	Install Traffic Monitoring Pole, 70'	Ea.	\$ _____
74.	Install Wood Pole 35/5	Ea.	\$ _____
75.	Install Wood Pole 40/3	Ea.	\$ _____
76.	Wood Pole 35/5	Ea.	\$ _____



77.	Wood Pole 40/3	Ea.	\$ _____
78.	Install Traffic Signal, Type TS-1, T31	Ea.	\$ _____
79.	Install Traffic Signal, Type TS-1, T36	Ea.	\$ _____
80.	Install Traffic Signal, Type TS-1R, T38	Ea.	\$ _____
81.	Install Traffic Signal, Type TS-1L, T37	Ea.	\$ _____
82.	Install Traffic Signal, Type TS-1L, T32	Ea.	\$ _____
83.	Install Traffic Signal, Type TS-1LL, T51B	Ea.	\$ _____
84.	Install Traffic Signal, Type TS-1RR, T52	Ea.	\$ _____
85.	Install Traffic Signal, Type TS-1RR, T52B	Ea.	\$ _____
86.	Install Pedestrian Signal, Type PS-1, T13	Ea.	\$ _____
87.	Install Traffic Signal, Type TS-1LB, T47	Ea.	\$ _____
88.	Install Traffic Signal, Type TS-1LL, T51	Ea.	\$ _____
89.	Install Traffic Signal, Type TS-1LL, T51D	Ea.	\$ _____
90.	Install Prepare to Stop Assembly MA	Ea.	\$ _____
91.	Install Prepare to Stop Assembly Shaft	Ea.	\$ _____
92.	Install School Crossing Assembly MA	Ea.	\$ _____
93.	Install Reduce Speed Assembly MA	Ea.	\$ _____
94.	Install Reduce Speed Assembly Shaft	Ea.	\$ _____
95.	Install Speed Indicator Sign on Shaft	Ea.	\$ _____
96.	Install Signal Cabinet, Type A (Side of Pole Mount)	Ea.	\$ _____
97.	Install Signal Cabinet, Type B	Ea.	\$ _____
98.	Install Signal Cabinet, Type C	Ea.	\$ _____
99.	Install Locate Stick	Ea.	\$ _____
100.	Install Pedestrian Push Button Type PPB	Ea.	\$ _____
101.	Install and Adjust Detector Camera	Ea.	\$ _____
102.	Remove Detector Camera	Ea.	\$ _____
103.	Install Metro Street Name Sign	Ea.	\$ _____
104.	Install Radio/Antenna Assembly	Ea.	\$ _____
105.	Install Dynamic Message Sign	Ea.	\$ _____
106.	Detector, Vehicle 3 or 4 Turns Curb Lane	Ea.	\$ _____

107.	Detector, Vehicle 3 or 4 Turns 2 <sup>nd</sup> Lane from Curb	Ea.	\$_____
108.	Detector, Vehicle 3 or 4 Turns 3 <sup>rd</sup> Lane from Curb	Ea.	\$_____
109.	Install and Adjust Emergency Receiver	Ea.	\$_____
110.	Install Traffic Monitoring Camera	Ea.	\$_____
111.	Down Guy Complete w/anchor, guard, cable & hardware	Ea.	\$_____
112.	Down Guy Complete w/above ground concrete anchor, guard cable, and hardware	Ea.	\$_____
113.	Remove Down Guy Complete w/above ground concrete anchor guard cable, and hardware	Ea.	\$_____
114.	Labor *	Hr.	\$_____
115.	Labor O.T. (Outside normal working hours)*	Hr.	\$_____
116.	Bucket Truck Working Height 45 Foot*	Hr.	\$_____
117.	Bucket Truck Working Height 70 Foot*	Hr.	\$_____
118.	Flagger	Hr.	\$_____
119.	Arrow Board	Day	\$_____
120.	Grabber Cone	Day	\$_____
121.	Plastic Barrel	Day	\$_____
122.	Construction Sign 9 square Feet or < w/stands & sandbags	Day	\$_____
123.	Construction Sign > 9 Square Feet w/stands & sandbags	Day	\$_____
124.	Type 3 Barricade w/light, stand & sandbag	Day	\$_____
125.	Mobile Dynamic Message Board 3' x 6'	Day	\$_____
126.	Remove lens and reflector and install a LED lens assembly on a pedestrian head already operational at an intersection.	Ea.	\$_____
127.	Remove sidewalk 4"	Sq.Ft.	\$_____
128.	Sidewalk 4"	Sq.Ft.	\$_____
129.	Sidewalk 6"	Sq.Ft.	\$_____
130.	Detectable warning panel	Ea.	\$_____

Unit Price Total      \$\_\_\_\_\_

\* Note: For traffic signal related items not listed here, but may be requested

These Unit Price Proposals are offered by \_\_\_\_\_, hereinafter referred to as bidder.

A Corporation organized and existing under the laws of the state of \_\_\_\_\_.

A Partnership doing business as \_\_\_\_\_.

An Individual doing business as \_\_\_\_\_.

**Addenda:** Bidder has received Addenda Nos. \_\_\_\_\_, and has included their provisions in this bid.

**BID SECURITY REQUIRED:** Yes  X  Amount:  \$1,000.00   
No \_\_\_\_\_

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Contract Extension Renewal is an option:** Yes \_\_\_\_\_  
No \_\_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

(a) Bid prices firm for the full contract period: \_\_\_\_\_; or

(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.

(c) If (b), state period for which prices will remain firm:  
Through \_\_\_\_\_.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_ YES \_\_\_\_ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

Bidders Check list for submittals:

- \_\_\_\_\_ Bid Security of \$1,000
- \_\_\_\_\_ Two complete copies of proposal/supporting material
- \_\_\_\_\_ Qualification Statement
- \_\_\_\_\_ Three references
- \_\_\_\_\_ List of employees

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 04-095**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at:  
<http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>